

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this “Agreement”) is made this _____ day of _____, 2026 (the “Effective Date”) by and between LGP REALTY HOLDINGS LP, a Delaware limited partnership having an address of 645 Hamilton Street, Suite 400, Allentown, PA 18101 (the “Seller”) and THE VILLAGE OF ORLAND PARK, ILLINOIS, an Illinois municipal corporation located in Cook County, Illinois having an address of 14700 S. Ravinia Avenue, Orland Park, IL 60462 (the “Buyer”).

BACKGROUND

WHEREAS, Seller is the owner of certain real property and the improvements thereon located in Cook County, Illinois, described in the property tax records of Cook County, Illinois as parcel number 27-22-100-011-0000 and having an address of 9401 159th Street, Orland Park, IL 60467 (collectively, the “Real Property”).

WHEREAS, subject to and in accordance with the terms of this Agreement, Seller also desires to sell to Buyer, and Buyer also desires to purchase from Seller, any and all personal property owned by Seller which is located at the Real Property on the Closing Date (defined below) and related to the retail gasoline service station business formerly operated at the Real Property (collectively, the “Personal Property” and, together with the Real Property, the “Property”).

WHEREAS, Seller desires to sell and convey the Property to Buyer, and Buyer desires to purchase and acquire the Property from Seller, subject to and in accordance with the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, incorporating the foregoing recitals as a material part hereof, for and in consideration of the covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties do hereby agree as follows:

1. Purchase and Sale of Property. Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and acquire from Seller and pay for, the Property. Buyer acknowledges and agrees that Seller may not have complete knowledge of the physical or economic characteristics of the Property and that the Property, other than as expressly set forth in this Agreement, shall be conveyed to the Buyer “AS IS, WHERE IS, WITH ALL DEFECTS AND WITHOUT ANY WRITTEN OR ORAL REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW” and Seller, other than expressly as set forth in this Agreement, makes no, and hereby disclaims any warranty, guaranty or representation, express or implied, oral or written, past, present, or future, of, as to, or concerning the Property and any information relating to the Property. Buyer acknowledges that Buyer is relying on Buyer’s analysis and the analysis of any and all of Buyer’s consultants in executing this Agreement and acquiring the Property. Without limiting the foregoing, at the closing of the transaction contemplated hereunder (the “Closing”), Seller shall assign and hereby does assign, and Buyer shall assume and hereby does assume, other than as

expressly set forth in this Agreement, any and all of the liabilities associated with, related to, incurred in connection with, or otherwise affecting the ownership or use of the Property.

2. **Environmental Obligations.** The environmental obligations and liabilities of Buyer and Seller with respect to the Property shall be more specifically set forth in the Environmental Agreement for the Property in the form attached hereto as Exhibit 2 (the “Environmental Agreement”).

3. **Initial Due Diligence Period; Phase II Due Diligence Period.**

3.1 **Initial Due Diligence Period.** Buyer shall have a period commencing on the Effective Date and expiring at 11:59 PM on the 45th day thereafter (the “Initial Due Diligence Period”) to inspect the Property and conduct due diligence as more particularly described in this Section 3.1. During the Initial Due Diligence Period, Buyer may inspect and/or cause one or more surveyors, engineers, architects, environmental consultants and/or other experts of Buyer’s choice to inspect, examine, or survey the Property; provided, however, that Buyer may not perform any subsurface investigation at the Property (including, but not limited to, invasive testing, sampling, geotechnical testing, subsurface drillings and ground penetrating radar). Without limiting the foregoing, Buyer acknowledges and agrees that Seller does not consent to Buyer performing a Phase II environmental study of the Property during the Initial Due Diligence Period. Buyer shall give Seller written notice at least twenty-four (24) hours in advance of accessing, inspecting, examining, or surveying the Property. Upon completion of any activity at the Property, Buyer shall restore the Property as closely as possible to its condition prior to such activity and in the event that Closing does not take place, replace with like materials (i.e., asphalt pavement should be patched with asphalt pavement) the surface treatment at any areas where the surface treatment was damaged or removed. Buyer and Buyer’s consultants and contractors performing due diligence activities at the Property shall maintain insurance coverage reasonably acceptable to Seller and naming Seller and its affiliates as additional insureds. Buyer shall provide Seller with certificates of insurance or other written evidence reasonably satisfactory to Seller confirming that such insurance has been obtained before Buyer or its consultants or contractors access the Property. Buyer shall not permit any mechanic’s or materialmen’s liens, or any other liens, to attach to the Property or any portion thereof or to any property owned by any third party by reason of the performance of any work by Buyer or Buyer’s contractors or consultants. Buyer shall take all reasonable actions and implement all reasonable protections necessary to ensure that all actions taken in connection with Buyer’s inspections and investigations of the Property pose no threat to the safety of persons or the environment or cause any damage to the Property. Buyer shall provide Seller with the status of Buyer’s investigations within five (5) business days of any written request for status. Such status requests may include, but not be limited to, requests for copies of permit applications, inspection reports, and any other documents required for Buyer to perform its investigations under this Section 3.1. No later than ten (10) days following the Effective Date, Seller shall provide or make available to Buyer electronic copies of any environmental data in Seller’s possession relating to the Property (collectively, the “Seller’s Environmental Data”) and, to the extent in Seller’s possession: (a) title insurance commitments, policies and title exception documents pertaining to the Property; (b) surveys and plans of the Property; (c) building plans and specifications for improvements located on the Property; and (d) permits and approvals regarding the Property. Buyer’s sole right to terminate this Agreement during, or resulting from, the Initial

Due Diligence Period shall be if Buyer gives Seller written notice prior to expiration of the Initial Due Diligence Period that Buyer elects to terminate this Agreement, time being of the essence. In the event that Buyer timely elects to terminate this Agreement under this Section 3.1, the Deposit shall be returned to Buyer and this Agreement shall be deemed null and void, except for those obligations and liabilities that survive termination. If Buyer does not timely deliver to Seller written notice of termination during the Initial Due Diligence Period, the conditions of this Section 3.1 shall be deemed satisfied and Buyer may not thereafter terminate this Agreement pursuant to this Section 3.1.

3.2 Phase II Due Diligence Period. Provided that Buyer has timely completed its Initial Due Diligence Period and is not then in default under this Agreement, Buyer shall have a one-time option to extend the Initial Due Diligence Period for an additional thirty (30) days (the “Phase II Due Diligence Period”) solely for the purpose of conducting a Phase II environmental study of the Property (“Phase II”) subject to the terms of this Section 3.2. In order to exercise this option, Buyer shall deliver written notice of its election to Seller prior to the expiration of the Initial Due Diligence Period. Concurrently with such notice, a portion of the Deposit in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) (the “Non-Refundable Phase II Deposit”) shall be immediately non-refundable to Buyer. The Non-Refundable Phase II Deposit shall be credited to the Purchase Price at Closing or retained entirely by Seller if the Closing fails to occur for any reason. Any Phase II performed by Buyer shall be performed at Buyer’s sole cost and expense and subject to the terms of this Section 3.2.

Buyer shall provide Seller with the following at least ten (10) days prior to performing the Phase II (collectively, the “Phase II Notice Materials”): (a) detailed written work plan, including the date on which the Phase II will be performed, subject to Seller’s written approval; (b) the identity of the licensed environmental consultant who will perform the Phase II, subject to Seller’s written approval; and (c) certificates of insurance from such consultant evidencing coverage reasonably acceptable to Seller, including, without limitation, coverage for commercial general liability, contractor’s pollution liability, and professional liability, all in amounts reasonably acceptable to Seller and naming Seller and its affiliates as additional insureds. Buyer may not perform the Phase II unless and until Seller provides Buyer with its written consent to the Phase II Notice Materials, such consent not to be unreasonably withheld. Seller and Seller’s consultants shall have the right to be present to observe the performance of all Phase II testing and to take split samples. Buyer shall provide complete copies of all resulting reports to Seller immediately upon receipt. Buyer agrees to keep the results of the Phase II strictly confidential, subject to the Illinois Freedom of Information Act. Neither Buyer nor its consultant shall disclose the reports or findings to any third party or any governmental authority unless required by applicable federal, state, or local statutes, laws, ordinances, orders, rules, or regulations (collectively, “Applicable Laws”). Subject to Applicable Laws, Seller retains the absolute exclusive right to control the timing, nature, and manner of any disclosure or reporting to environmental regulatory agencies. The obligations of Buyer and Buyer’s consultants set forth in this Section 3.2 shall be in addition to any and all obligations of Buyer and Buyer’s consultants set forth in Section 3.1 above including, without limitation, Buyer’s obligation, at Buyer’s sole cost and expense, to promptly repair any damage caused by the Phase II testing and restore the Property to the condition existing prior to such testing. Buyer’s sole right to terminate this Agreement as a result of the Phase II test results shall be if Buyer gives Seller written notice prior to expiration of the Phase II Due Diligence Period that

Buyer elects to terminate this Agreement, time being of the essence. In the event that Buyer timely elects to terminate this Agreement under this Section 3.2, the Deposit (excluding the Non-Refundable Phase II Deposit) shall be returned to Buyer and this Agreement shall be deemed null and void, except for those obligations and liabilities that survive termination. If Buyer does not timely deliver to Seller written notice of termination during the Phase II Due Diligence Period, the conditions of this Section 3.2 shall be deemed satisfied and Buyer may not thereafter terminate this Agreement pursuant to this Section 3.2.

4. Purchase Price and Allocation; Deposit and Escrow Terms. The purchase price to be paid by Buyer to Seller for the Property shall be Eight Hundred Twenty Five Thousand and 00/100 Dollars (\$825,000.00) (the "Purchase Price") payable as follows:

4.1 A deposit of Eighty Two Thousand Five Hundred and 00/100 Dollars (\$82,500.00) (the "Deposit") shall be paid by Buyer to the Title Company (the "Escrow Agent") within three (3) business days following the Effective Date. The Deposit is non-refundable (except as expressly provided in Sections 3.1, 5, 12.2, and 13.2) and shall be retained by the Seller, not as a penalty, but to compensate Seller for time, expenses and effort incurred pursuant to this Agreement and the discussions preceding this Agreement. The Escrow Agent shall hold the Deposit in escrow in accordance with the terms of the Escrow Agreement attached hereto as Exhibit 4.1 (the "Escrow Agreement").

4.2 At Closing, the Deposit shall be paid over to the Seller and applied to the Purchase Price and the Buyer shall pay to the Seller the remainder of the Purchase Price and all other sums payable under this Agreement, without offset, but subject to the pro-rations and other adjustments provided for in this Agreement by wire transfer of immediately available funds to the account of Seller or to such other person(s) as Seller shall designate.

4.3 Prior to Closing, Buyer and Seller shall mutually agree upon an allocation of the Purchase Price for tax purposes (the "Allocation"). Each of the parties hereto further expressly agrees that (a) the Allocation shall be used for all purposes including tax, financial reporting and other purposes; (b) it shall report the transaction completed pursuant to this Agreement in accordance with the Allocation, including any report made under Section 1060 of the Internal Revenue Code of 1986, as amended; and (c) it shall not take any position inconsistent with the Allocation except with the prior written consent of the other party hereto.

5. Title Matters. The Property shall be transferred to Buyer free and clear of all liens and encumbrances for mortgages and monetary liens created by Seller in favor of a lender except for the following (collectively, the "Permitted Encumbrances"): (a) easements, restrictions and conditions of record as of the date of this Agreement or to be created pursuant to this Agreement; (b) easements or restrictions visible upon inspection of the Property; and (c) any state of facts which an accurate survey would disclose. Buyer shall obtain, at its sole cost and expense, a title insurance commitment issued by Land Services USA, LLC, 1835 Market Street, Suite 420, Philadelphia, PA 19103 (the "Title Company") to insure title to the Property. Buyer shall be responsible for obtaining, at its sole cost and expense, any survey of the Property that Buyer may desire or that the Title Company may request. If such title insurance commitment or survey discloses any title related matters (other than Permitted Encumbrances) that will, in Buyer's

reasonable judgment, materially interfere with Buyer's intended use of the Property and are not acceptable to Buyer, Buyer shall provide written notice of such matters to Seller not later than thirty (30) days after the Effective Date. Seller shall have the right, but not the obligation, within ten (10) days after receipt of such notice, to provide Buyer with written notice that Seller has agreed to remove or otherwise remedy all such matters on or before Closing. If Seller does not agree (either affirmatively or by its failure to provide notice to Buyer in accordance with this Section 5) to remove or otherwise remedy all such matters on or before Closing, Buyer shall have five (5) days to give Seller written notice that Buyer elects to terminate this Agreement. In the event that the Buyer timely elects to terminate this Agreement under this Section 5, the Deposit shall be returned to the Buyer and this Agreement shall be deemed null and void, except for those obligations and liabilities that survive termination. In the event Buyer does not timely elect to provide written notice of its objection to any such matters or in the event Buyer fails to terminate this Agreement as aforesaid, Buyer shall be deemed to have waived its objection to any such matters and such matters shall be deemed to be Permitted Encumbrances.

6. Closing.

6.1 Time and Place of Closing. The Closing shall occur on or before the thirtieth (30th) day following the expiration of the Due Diligence Period or the Phase II Due Diligence Period, if elected pursuant to Section 3.2 above (the "Closing Date"), time being of the essence. Closing shall occur electronically with written closing instructions to the Title Company and original closing documents delivered to the Title Company to be held in escrow by the Title Company until Closing as set forth in the closing instructions.

6.2 Seller's Deliveries. At the time of Closing, Seller shall deliver the following duly executed documents:

6.2.1 A limited warranty deed for the Property (the "Deed");

6.2.2 A bill of sale for any and all Personal Property in the form attached hereto as Exhibit 6.2.2 (the "Bill of Sale");

6.2.3 The Environmental Agreement;

6.2.4 Owner's title insurance affidavit and all additional documents, certifications, and affidavits that may be reasonably necessary or appropriate to complete the transactions contemplated by this Agreement as may be reasonably requested by the Title Company; and

6.2.5 Documents of authority of Seller authorizing the transaction contemplated by this Agreement.

6.3. Buyer's Deliveries. At the time of Closing and together with the Purchase Price, Buyer shall deliver the following duly executed documents:

6.3.1 The Bill of Sale;

6.3.2 The Environmental Agreement;

6.3.3 Buyer's title insurance affidavit and all additional documents, certifications, and affidavits that may be necessary or appropriate to complete the transaction contemplated by this Agreement as may be reasonably requested by Seller, Seller's attorney, or the Title Company; and

6.3.4 Documents of authority of Buyer authorizing the transaction contemplated by this Agreement.

6.4. Closing Costs. Closing costs shall be paid as follows:

6.4.1 Seller and Buyer shall each pay one-half of all real estate transfer taxes due in connection with the delivery of the Deed and one-half of all escrow fees charged by the Title Company. Buyer shall pay the cost to record the Deed.

6.4.2 Real estate taxes and assessments for the current year shall be prorated on a per diem basis. If the actual real estate tax figures for the current year are not yet available, Buyer and Seller agree that such real estate taxes shall be prorated based on 105% of the most recent ascertainable tax bill. The "most recent ascertainable tax bill" shall mean the "last issued general real estate tax bill for the Property." Said proration shall be final and not subject to re-proration after Closing. At Closing, Seller shall credit Buyer for the portion of such real estate taxes attributable to the period prior to the Closing Date. Seller's liability for such real estate taxes shall be limited to the amount credited at Closing. Seller shall be responsible for paying real estate taxes due and payable for the tax year preceding the current tax year.

Seller hereby reserves and shall have the exclusive right, at any time prior to or after the Closing Date, to institute a tax reduction proceeding, tax protest proceeding or tax assessment appeal for the Real Property with respect to real estate taxes attributable to the tax years prior to and including the tax year in which the Closing occurs (collectively, the "Tax Assessment Appeals") and Seller shall have the right to prosecute and/or settle the same without the consent of Buyer. Buyer agrees that it shall not independently institute any tax reduction proceedings, tax protest proceedings, or tax assessment appeals for the Real Property with respect to the tax years prior to and including the tax year in which the Closing occurs. Buyer shall reasonably cooperate with Seller in connection with the prosecution and/or settlement of the Tax Assessment Appeals including executing such documents as Seller may reasonably request in order to prosecute and/or settle any such proceedings. Any and all refunds, savings, and/or credits resulting from the Tax Assessment Appeals shall belong to Seller, except for any savings related to the post Closing portion of the tax year in which the Closing occurs, which shall belong to Buyer.

6.4.3 Seller shall be responsible for any notice of improvements or assessments received on or before the Effective Date of this Agreement. Buyer shall be responsible for any such written notice served upon Seller or Buyer after the Effective Date of this Agreement and for the payment thereafter of any public improvements or other assessments.

6.4.4 All other Closing costs shall be paid by the party incurring such costs, or as is customary for real estate closings in the area in which the Property is located.

6.5 1031 Exchange. Seller or Buyer may structure its acquisition/disposition of the Property as a tax-deferred exchange (“Exchange”) pursuant to Section 1031 of the Internal Revenue Code. If either party shall elect to undertake an Exchange, the other party agrees to reasonably cooperate with the electing party in connection with the Exchange, including the execution of documents (including, but not limited to, escrow instructions and amendments to escrow instructions) therefor, provided that such Exchange shall not require the non-electing party to incur expenses in connection therewith or unreasonably delay the Closing.

7. **Conditions to Seller’s Obligation**. The obligation of Seller to complete the Closing hereunder in accordance with this Agreement is contingent upon satisfaction of each of the following conditions (any of which may be waived in whole or in part by Seller in writing on or prior to the Closing Date):

7.1 Waiver of BP Rights of First Refusal. Seller shall have obtained from BP Products North America Inc. (“BP”) a waiver and release of any and all options, rights of first offer, rights of first refusal, and repurchase options in favor of BP and/or any of its affiliates or related parties with respect to the Property. In addition, Seller shall have obtained waivers and releases from any and all other third parties having reservations, options, rights of first offer, rights of first refusal, or repurchase options with respect to the Property including, but not limited to, any reservations, rights or options as may be set forth in the title commitment for the Property.

7.2 All of the covenants and agreements to be performed by Buyer on or prior to the Closing Date under the terms of this Agreement shall have been so performed by Buyer, including, without limitation, Buyer’s delivery of the Buyer’s deliveries described in Section 6.3 of this Agreement.

7.3 The representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects on the Closing Date as though made on the Closing Date.

If any condition set forth in this Section 7 is not satisfied on or before the Closing Date and not otherwise waived in whole or in part by Seller, Seller may, at its sole option, elect to (a) terminate this Agreement such that neither party shall have any further rights or obligations hereunder except for those matters expressly surviving termination of this Agreement, (b) proceed to Closing upon waiver of such unsatisfied condition(s), or (c) extend Closing for a period of up to thirty (30) days before electing to terminate the Agreement or waive the unsatisfied condition(s) and proceed to Closing. Seller shall be entitled to receive the Deposit upon written demand to Escrow Agent if Seller terminates this Agreement pursuant to this Section 7 as a result of Buyer’s failure to satisfy the conditions set forth in Section 7.2 or 7.3.

8. **Representations of Seller and Buyer**. Each party represents to the other party that:

8.1 The representing party has full power and authority to enter into this Agreement and to perform its obligations hereunder.

8.2 All requisite authorizations for the execution, delivery, and performance of this Agreement have been duly obtained by the representing party and this Agreement constitutes the legal, valid and binding obligation of the representing party enforceable in accordance with its terms, except to the extent that enforceability may be limited by federal or other bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereinafter in effect, and subject to equity principles governing the remedy of specific performance.

8.3 No provision of (a) the representing party's certificate of limited partnership, certificate of organization or formation or articles of incorporation or bylaws or any other organizational document or (b) to the representing party's knowledge, any agreement, instrument or understanding to which it is a party or by which it is bound, or (c) to the representing party's knowledge, any order, writ, injunction, decree, statute, rule or regulation applicable to the representing party, has been or will be violated by the execution by the representing party of this Agreement or by the representing party's performance or satisfaction of any agreement or condition herein contained upon its part to be performed or satisfied.

8.4 The representing party is not a person or entity with whom the other parties is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transaction or be otherwise associated with such persons or entities.

9. **Intentionally Omitted.**

10. **Reserved.**

11. **Brokerage Commissions.** Seller represents and warrants to Buyer that no broker, consultant or agent is due a commission or fee from the proceeds of the Closing, claiming by, through or under Seller except for Colliers International ("Seller's Broker"). At Closing, Seller agrees to pay Seller's Broker a commission pursuant to the terms set forth in a separate agreement between Seller and Seller's Broker, provided that the transaction closes and Seller's proceeds are disbursed. Buyer represents and warrants to Seller that no broker, consultant or agent is due a commission or fee from the proceeds of the Closing, claiming by, through or under Buyer.

12. **Default.** It is impossible to estimate more precisely the damages to be suffered by the parties hereto in the event of a default, and the remedies set forth below are intended not as a penalty, but as full liquidated damages in the event of non-performance, default or breach of this Agreement prior to Closing by either party:

12.1 In the event of the non-performance, default or breach of this Agreement prior to Closing by Buyer and the failure of Buyer to cure such default within ten (10) days after receipt

of written notice thereof to Buyer from Seller, Seller may terminate this Agreement and receive the Deposit upon written demand to Escrow Agent. Notwithstanding anything to the contrary, nothing contained in this Agreement shall limit the Seller's rights and remedies against Buyer with respect to the enforcement of Buyer's obligations pursuant to Section 3.1 or Section 3.2.

12.2 In the event of the non-performance, default or breach of this Agreement prior to Closing by Seller and the failure of Seller to cure such default within ten (10) days after receipt of written notice thereof to Seller from Buyer, Buyer may, as its sole and exclusive remedy, terminate this Agreement and be entitled to a return of the Deposit (excluding the Non-Refundable Phase II Deposit).

13. Risk of Loss.

13.1 Condemnation. If after the Effective Date and prior to Closing, there shall occur the transfer of title or possession of all or any part of the Property by condemnation ("Taking"), the Closing shall take place as provided herein without abatement of the Purchase Price, and there shall be assigned to Buyer at the Closing all interest of Seller in any award which may be payable to Seller on account of such Taking. If prior to the Closing Date, Seller shall receive written notice of a planned or threatened Taking of all or part of the Property, the Closing shall take place as provided herein without abatement of the Purchase Price and there shall be assigned to Buyer at Closing the interest of Seller, if any, in any award which may be payable to Seller on account of such Taking. The Buyer shall have the right to file a Petition to Intervene in any Condemnation proceeding as set forth in this Section 13.1.

13.2 Casualty. In the event any Property included in this sale is materially damaged by fire or other casualty not caused by Buyer or an affiliate, officer, employee, principal, partner, member, manager, contractor or agent of Buyer and such Property is not repaired or replaced prior to Closing, Buyer or Seller may terminate this Agreement upon three (3) days' written notice to the other party, in which case the Deposit (excluding the Non-Refundable Phase II Deposit) shall be promptly returned to Buyer and this Agreement shall be deemed null and void, except for those obligations and liabilities that survive termination. Buyer may insure its equitable interest in the Property as of the time of acceptance of this Agreement.

14. Confidentiality and Release of Information.

14.1 Any information or documents relating to the Property provided to Buyer and any other information or documents shared with the Buyer by Seller or any of its affiliates (including, but not limited to, the nature and terms of the transactions contemplated by this Agreement) shall be considered confidential information and shall be maintained as such; provided, however, that Buyer may disclose such information to the following persons: (a) officers, directors and employees of Buyer; and (b) Buyer's attorneys, professional consultants, agents, representatives and/or contractors, provided that each of the foregoing who receives such information has a need to know such information for the purpose of this Agreement and is informed by Buyer of the confidential nature of such information and agrees, in writing, to treat the same as confidential. Buyer may also disclose such information to the extent, in the reasonable opinion of Buyer's counsel, such information is legally required to be disclosed in order for Buyer to comply with

Applicable Laws. Upon any termination of this Agreement, prior to Closing, Buyer shall return to Seller all documents and other materials delivered to Buyer or any representative of Buyer or shall certify to Seller that such documents and materials have been destroyed.

14.2 Publicity and other releases concerning the transaction contemplated by this Agreement shall, where possible, be jointly planned and coordinated between Buyer and Seller. No party shall act unilaterally in this regard without the prior approval of the other provided, however, such approval shall not be unreasonably withheld or delayed. Nothing herein contained shall prevent any party from furnishing information to any governmental agency or from furnishing information to comply with Applicable Laws, provided the party furnishing such information shall give reasonable prior written notice to the other party.

15. **Assignment.** This Agreement may be assigned by the Buyer only with prior written consent from Seller. Any request by Buyer to assign this Agreement must be provided to Seller prior to the expiration of the Due Diligence Period. Buyer shall reimburse Seller for all reasonable expenses, including, without limitation, legal fees, incurred by Seller in connection with any request by Buyer to assign this Agreement, including, without limitation, costs incurred by Seller in the review and approval of assignment documents and the preparation of additional closing documents and revisions to closing documents in order to reflect the assignment. No assignment by Buyer shall relieve or be deemed to relieve the Buyer of any liability under this Agreement. In the case of such assignment, the Buyer agrees to be responsible for the assignee's full performance of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, Buyer shall be responsible for any and all transfer tax payable as a result of any such assignment. Any purported assignment in violation of this Agreement shall be null and void.

16. **Reserved.**

17. **Miscellaneous.**

17.1 **Entire Agreement; Amendments.** This Agreement (including the background provisions set forth above and the Exhibits and Schedules attached hereto, all of which are incorporated in and form a part of this Agreement) sets forth all of the promises, covenants, agreements, conditions and undertakings between the parties with respect to the subject matter of this Agreement, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as specifically set forth in this Agreement. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party against whom enforcement is sought.

17.2 **Notices.** Unless otherwise specifically provided herein, any notice or communication required or permitted to be delivered hereunder shall be in writing and shall be deemed to have been given upon the earlier to occur of: (a) actual receipt or refusal by the addressee thereof whether by hand or courier; (b) three (3) business days after deposit in the mails, postage prepaid, registered or certified mail, return receipt requested, addressed as provided below; or (c) when sent by electronic mail before 5:00 p.m. Eastern time on a business day (as evidenced by a confirmation showing the transmission date and time and recipient's electronic mail address)

and otherwise on the next business day, in each case addressed to the party to whom such notice is being given at the following addresses:

If to Seller: LGP Realty Holdings LP
645 Hamilton Street, Suite 400
Allentown, PA 18101
Attention: Cheri Ann Leinberger, Esquire
Email: cleinberger@caplp.com

If to Buyer: The Village of Orland Park, Illinois
14700 S. Ravinia Avenue
Orland Park, IL 60462
Attention: George Koczwara
Email: gkoczwara@orlandpark.org

With a copy to: Everette M. Hill, Esquire
Klein, Thorpe & Jenkins
120 S. LaSalle Street, Suite 1710
Chicago, IL 60603
Email: emhill@ktjlaw.com

or in either case at such other address as may have last been specified by notice given as provided by the party addressed.

17.3 Survival. The provisions of Sections 1, 2, 8, 11, 14, 15 and 17 of this Agreement shall survive the Closing.

17.4 Further Assurances. Following Closing, for no further consideration, Buyer and Seller shall each perform such other acts and shall execute, acknowledge and deliver such additional documents as any party may reasonably request to vest in Buyer all of Seller's right, title, interest, and enjoyment of the Property and other assets and rights conveyed under this Agreement, to carry out the transactions contemplated by this Agreement and to protect each party's rights under this Agreement. Notwithstanding the foregoing, no party shall be required to incur any cost or expense in complying with any request of the other party and the party making the request shall reimburse the other party for its reasonable costs and expenses in complying with the request, including without limitation reimbursement of reasonable attorney's fees.

17.5 Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

17.6 Expenses. Except as otherwise specifically provided for herein, each party hereto shall bear all expenses incurred by it in connection with this Agreement.

17.7 Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on

each counterpart. Electronic copies of a signature, such as a PDF copy of any party's signature shall be deemed the same as the original. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

17.8 No Recording. Prior to the Closing, neither this Agreement nor a memorandum or notice of this Agreement shall be recorded with any county clerk or other governmental office except to the extent required under Applicable Laws.

17.9 Severability. If any provision in this Agreement shall for any reason be adjudged to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement.

17.10 Waiver. No waiver or release of any of the terms, conditions, or provisions of this Agreement shall be valid or asserted or relied upon by any party or offered in any judicial proceeding or otherwise, unless the same is in writing, and duly executed by the waiving or releasing party.

17.11 Rules of Construction. The provisions of this Agreement are to be construed as a whole according to their common meaning to achieve the objectives and purposes of this Agreement. Each party hereby acknowledges that it has been, and hereby is, advised to seek independent legal counsel of its choice and to review this Agreement and all of the documents referred to herein with independent legal counsel of its choice and either has sought such legal counsel or hereby knowingly, voluntarily, and intentionally waives the right to do so. The rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement as the parties are considered to have equal bargaining power.

17.12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its rules on conflicts of law.

17.13 WAIVER OF JURY TRIAL. THE PARTIES SHALL, AND THEY HEREBY DO, EXPRESSLY WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY.

17.14 Captions. The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

17.15 Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate and words of any gender shall include each other gender where appropriate.

IN WITNESS WHEREOF, this Agreement has been duly executed by Buyer and Seller, effective as of the Effective Date, intending to be legally bound.

SELLER:

LGP REALTY HOLDINGS LP

By: LGP Realty Holdings GP LLC,
its general partner

By: _____

Name: _____

Title: _____

BUYER:

**THE VILLAGE OF
ORLAND PARK, ILLINOIS**

By: _____

Name: _____

Title: _____

**EXHIBIT 2
TO
AGREEMENT OF SALE**

ENVIRONMENTAL AGREEMENT

THIS ENVIRONMENTAL AGREEMENT (this “EA”) is made as of the ____ day of _____, 2026 (the “Effective Date”) by and between LGP REALTY HOLDINGS LP, a Delaware limited partnership having an address of 645 Hamilton Street, Suite 400, Allentown, PA 18101 (the “Seller”) and THE VILLAGE OF ORLAND PARK, ILLINOIS, an Illinois municipal corporation located in Cook County, Illinois having an address of 14700 S. Ravinia Avenue, Orland Park, IL 60462 (the “Buyer”).

BACKGROUND

WHEREAS, Buyer and Seller have entered into an Agreement of Sale dated _____, 2026 (the “Agreement of Sale”) whereby Seller agreed to sell to Buyer, and Buyer agreed to purchase from Seller, that certain real property and the improvements thereon located in Cook County, Illinois, described in the property tax records of Cook County, Illinois as parcel number 27-22-100-011-0000 and having an address of 9401 159th Street, Orland Park, IL 60467 (the “Property”) pursuant to the terms set forth therein.

WHEREAS, on the Effective Date, Buyer and Seller closed the transaction under the Agreement of Sale and Buyer purchased the Property.

WHEREAS, as part of the consideration for the purchase of the Property and subject to the terms and conditions hereof, Seller has agreed to be responsible for the Retained Liabilities (as defined below) at the Property.

WHEREAS, as part of the consideration for the purchase of the Property and subject to the terms and conditions hereof, Buyer has agreed to be responsible for any and all Pollution Conditions (defined below) at the Property that are not Retained Liabilities.

NOW, THEREFORE, incorporating the foregoing recitals as a material part hereof, for and in consideration of the covenants and agreements contained in this EA, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties do hereby agree as follows:

1. Definitions. In addition to the defined terms under the Agreement of Sale, the following definitions shall apply to this EA:

1.1. “Closure” means achievement of No Further Action (NFA) status or its equivalent, applying a standard selected by Seller. Such Closure may include use restrictions, covenants, or other limitation or obligations. There is no limit on the length of time it may take Seller to achieve Closure, so long as Seller is diligently and continuously pursuing Closure in accordance with Environmental Laws.

1.2 “Environmental Laws” means any applicable federal, state or local statutes, regulations, laws or orders pertaining to environmental matters, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act (“CERCLA”) and the Resource Conservation and Recovery Act (“RCRA”).

1.3 “Hazardous Substances” means polychlorinated biphenyls, asbestos, petroleum or petroleum by-products and any substances, materials, constituents, wastes, or other elements which are included under or regulated by any Environmental Laws.

1.4 “Known Conditions” means the Pollution Conditions (if any) specified in the Synergy Environmental, Inc. Known Conditions Letter attached hereto as Exhibit A (the “Known Conditions Letter”). Buyer and Seller acknowledge and agree that there are no Known Conditions specified in the Known Conditions Letter. Without limiting the foregoing, Known Conditions shall not include: (a) any Pollution Conditions or other environmental conditions identified in Seller’s Environmental Data, not listed on the Known Conditions Letter as of the Closing Date, (b) any Pollution Conditions or other environmental conditions discovered by Buyer during the Initial Due Diligence Period or the Phase II Due Diligence Period or any time thereafter, not listed on the Known Conditions Letter as of the Closing Date, (c) any increase or exacerbation of a Known Condition resulting from any act or omission of Buyer or its employees, lessees, licensees, customers, invitees, agents, or contractors, regardless of whether such act or omission occurred prior to or after Closing, or (d) any Pollution Conditions or other environmental conditions attributable to any act or omission of Buyer or its employees, lessees, licensees, customers, invitees, agents, or contractors, regardless of whether such Pollution Conditions or other condition occurred prior to or after Closing.

1.5 “Pollution Conditions” means any Hazardous Substances in, on, at, under, or emanating from the Property.

1.6 “Retained Liabilities” means the conditions that are defined as Known Conditions in this EA, but only to the extent that such conditions require remediation under applicable Environmental Laws to achieve Closure to meet commercial or industrial standards.

2. Seller’s Environmental Data. Seller’s delivery of Seller’s Environmental Data shall not constitute a representation that such information is current, correct or complete. It has been and remains the responsibility of Buyer, at Buyer’s expense, to satisfy itself as to the environmental condition of the Property.

3. Seller’s Environmental Obligations. Subject to the provisions of this Section 3 and Section 6 below, Seller shall retain the responsibility to achieve Closure for the Retained Liabilities. Buyer shall be responsible for all other Pollution Conditions. Notwithstanding anything to the contrary: (a) Seller’s obligations pursuant to this Section 3 shall not apply to any claim or condition attributable to or exacerbated by any act or omission of Buyer or any of its employees, lessees, licensees, customers, invitees, agents, or contractors, regardless of whether such act or omission occurred prior to or after Closing; and (b) Seller’s obligations with respect to the Retained Liabilities shall expire upon Closure of each Retained Liability.

4. Buyer's Release of Seller. Buyer agrees to accept the Property in its present condition, AS IS, WHERE IS AND WITH ALL DEFECTS except for Retained Liabilities under Section 3 of this EA. Buyer releases Seller and its affiliates, parents, subsidiaries, successors, and assigns and each of their respective shareholders, members, partners, officers, directors, managers, employees, and agents (collectively, the "Seller Parties") from any and all claims, losses, damages, liabilities, costs, and expenses (including costs and expenses of courts and professional advisors and reasonable attorneys' fees) (collectively, the "Claims") arising out of the condition of the Property, including without limitation: (a) the environmental condition of the Property and the improvements on the Property, (b) the existence of any and all Pollution Conditions, regardless of when they occurred, and (c) each of the Retained Liabilities once Closure is achieved for each Retained Liability. Buyer further acknowledges that Buyer hereby assumes all of the liabilities associated with, related to, incurred in connection with or otherwise affecting the ownership or use of the Property, except only the Retained Liabilities under Section 3 of this EA.

5. Property Access. Buyer hereby provides for and permits such access to Seller and its affiliates, employees, agents, and contractors, at no cost to Seller or any of its affiliates, employees, agents, or contractors, as they may require to the Property, for such time as is required for Seller to meet any and all of its obligations under this EA or in connection with any request to Seller from any governmental authority having jurisdiction. Such access shall include the right to conduct such tests, take such groundwater or soil samples, excavate, remove, dispose of, and treat the soil and groundwater, install and remove remediation and monitoring equipment, and undertake such other actions as are necessary in the sole judgment of Seller. In no event shall Seller have liability to anyone (including, but not limited to, Buyer) for business disruption, lost profits, incidental, punitive or consequential damages arising from such actions or access. Any cost or expense to repair or replace monitoring and remediation equipment resulting from the acts or omissions of Buyer or its employees, agents, lessees, licensees, invitees, or contractors shall be the responsibility of Buyer and Buyer shall reimburse Seller for, or pay such costs directly, within thirty (30) days of request by Seller.

6. Construction Work. If Buyer or its employees, lessees, licensees, agents, contractors or representatives encounter and excavate soil or groundwater on or from the Property while conducting construction, remodeling, or excavation work ("Voluntary Work"), Buyer shall be obligated to use its reasonable best efforts to reduce the generated volume of contaminated groundwater by minimizing the time that any excavation is open and shall provide Seller with an estimated timeframe and approximate size of any excavation at least five (5) business days in advance of such activities. Notwithstanding anything contained in this EA to the contrary, Seller shall not have any responsibility for costs associated with the remediation or disposal of Pollution Conditions, where such remediation or disposal is due to or results from any Voluntary Work even if such Pollution Conditions are Retained Liabilities.

7. Assignment of Governmental Reimbursement for Remediation Costs. If applicable, Buyer hereby assigns all of its rights to receive any reimbursement for work paid for by Seller or its agents or contractors for remediation of Retained Liabilities at the Property from all applicable governmental remediation reimbursement funds, to Seller. At Seller's request, Buyer will execute a fair and reasonable assignment document evidencing said assignment. Buyer will reasonably

cooperate with Seller, including executing any necessary documents, reasonably required such that Seller may obtain maximum governmental remediation reimbursement funds.

8. Reserved.

9. Assignment. Buyer may not assign this EA, or any of its rights or obligations under this EA, in whole or in part, without prior written consent from Seller. Moreover, no assignment by Buyer shall relieve or be deemed to relieve the Buyer of any liability under this EA.

10. Notices. Unless otherwise specifically provided herein, any notice or communication required or permitted to be delivered hereunder shall be in writing and shall be deemed to have been given upon the earlier to occur of: (a) actual receipt or refusal by the addressee thereof whether by hand or courier; (b) three (3) business days after deposit in the mails, postage prepaid, registered or certified mail, return receipt requested, addressed as provided below; or (c) when sent by electronic mail before 5:00 p.m. Eastern time on a business day (as evidenced by a confirmation showing the transmission date and time and recipient's electronic mail address) and otherwise on the next business day, in each case addressed to the party to whom such notice is being given at the following addresses:

If to Seller: LGP Realty Holdings LP
645 Hamilton Street, Suite 400
Allentown, PA 18101
Attention: Cheri Ann Leinberger, Esquire
Email: cleinberger@caplp.com

If to Buyer: The Village of Orland Park, Illinois
14700 S. Ravinia Avenue
Orland Park, IL 60462
Attention: George Koczwar
Email: gkoczwar@orlandpark.org

With a copy to: Everette M. Hill, Esquire
Klein, Thorpe & Jenkins
120 S. LaSalle Street, Suite 1710
Chicago, IL 60603
Email: emhill@ktjlaw.com

or in either case at such other address as may have last been specified by notice given as provided by the party addressed.

11. General Provisions.

11.1 The validity, construction and all rights under this EA shall be governed by Illinois law without regard to conflicts of law rules.

11.2 This EA (including any and all exhibits attached hereto) and the Agreement of Sale set forth all of the promises, covenants, agreements, conditions and undertakings between the parties with respect to the subject matter of this EA, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as specifically set forth in this EA. This EA may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party against whom enforcement is sought. Should there be any ambiguities between this EA and the Agreement of Sale, the provisions of this EA shall govern.

11.3 The provisions of this EA were negotiated by all parties hereto, and this EA shall be deemed to have been drafted by all the parties hereto.

11.4 This EA may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts when taken together shall constitute but one agreement. Executed signature pages to this EA may be exchanged electronically (including by e-mail) and all such executed signature pages shall be legally binding upon the party transmitting its signature electronically.

11.5 The section headings throughout this EA are for convenience and reference only. The words contained in such section headings shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this EA.

11.6 If any provision of this EA or the application thereof to any person or in any circumstance shall be invalid or unenforceable to any extent, the remainder of the EA and the application of such provision to other persons or in other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

11.7 Buyer agrees to keep the Property in compliance with applicable Environmental Laws, including, without limitation, the statutes and regulations pertaining to remediation and reporting of contamination (to the extent not Retained Liabilities). If reimbursement refunds (as addressed under Section 7 of this EA) to Seller or its agents or contractors are reduced due to Buyer's non-compliance with these statutes and regulations, Buyer will pay Seller for the amount of the reduction that is directly attributable to Buyer's non-compliance.

11.8 Any right, agreement, duty, liability or other obligation of Buyer and Seller shall inure to the benefit of and be binding upon each of their respective successors and permitted assigns.

11.9 The recitals contained in this document are incorporated in and form a part of this EA.

IN WITNESS WHEREOF the parties have executed this EA as of the date first above written.

SELLER:

LGP REALTY HOLDINGS LP

By: LGP Realty Holdings GP LLC,
its general partner

By: _____

Name: _____

Title: _____

BUYER:

**THE VILLAGE OF
ORLAND PARK, ILLINOIS**

By: _____

Name: _____

Title: _____

**EXHIBIT A
TO
ENVIRONMENTAL AGREEMENT**

KNOWN CONDITIONS LETTER

See attached.

Synergy

Environmental Inc.

Environmental Consultants

155 Railroad Plaza, 1st Floor
Royersford, PA 19468
Phone: (484) 369-5000 Fax: (484) 369-2000

Email: aharbaug@synergyenvinc.com
Direct Dial: 484-369-2033

March 4, 2026

Ms. Amy Shupp
CrossAmerica Partners LP
645 W. Hamilton Street
Suite 400
Allentown, PA 18101

RE: Declaration of Known Conditions
IL0021
9401 W. 159th Street
Orland Park, Illinois
Project # 21-00186-142

Dear Ms. Shupp:

Synergy Environmental Inc. makes this notification of Known Conditions for the above listed site. Synergy has reviewed records for the referenced property including a search of the Illinois Emergency Management Agency (IEMA) Hazardous Materials Incident Reports Database, the Illinois Leaking Underground Storage Tank Database (LUST) and a report entitled Phase I Environmental Site Assessment prepared by Synergy Environmental, Inc. dated June 14, 2016 (Phase I).

One incident was identified in the LUST database. Incident #20210736 was reported August 11, 2021, following a site assessment conducted prior to removing the USTs at the Site. All USTs were removed on August 25, 2021. Soil impacts were identified around the former tank field. A Stage 1 and Stage 2 investigation were conducted at the Site. A Site Investigation Completion Report was approved during January 2023. A Corrective Action Completion Report was approved by ILEPA on May 6, 2024 and an NFR was recorded May 29, 2024.

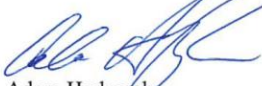
Known Conditions:

There are no known conditions at the Site.

If you have any questions about the information presented in this report, please do not hesitate to call the undersigned at (484)-369-5000.

Sincerely yours,

SYNERGY ENVIRONMENTAL, INC.


Adam Harbaugh,
Sr. Project Manager


Chris Horan, P.G., LSP
Director of Geosciences

Royersford, PA • Cherry Hill, NJ • Bethlehem, PA
www.synergyenvinc.com

**EXHIBIT 4.1
TO
AGREEMENT OF SALE**

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Agreement”) is made as of the ____ day of _____, 2026 (the “Effective Date”) by and among LGP REALTY HOLDINGS LP, a Delaware limited partnership having an address of 645 Hamilton Street, Suite 400, Allentown, PA 18101 (the “Seller”), THE VILLAGE OF ORLAND PARK, ILLINOIS, an Illinois municipal corporation located in Cook County, Illinois having an address of 14700 S. Ravinia Avenue, Orland Park, IL 60462 (the “Buyer”), and LAND SERVICES USA, LLC (the “Escrow Agent”).

BACKGROUND

WHEREAS, Buyer and Seller are parties to that certain Agreement of Sale dated _____, 2026 (the “Purchase Agreement”). Terms that are capitalized but not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.

WHEREAS, Buyer and Seller agree that the Escrow Agent shall act as the closing escrow agent and hold the sum of Eighty Two Thousand Five Hundred and 00/100 Dollars (\$82,500.00) (the “Funds”) in escrow pursuant to the terms of this Agreement and the Purchase Agreement.

WHEREAS, Buyer, Seller, and Escrow Agent are entering into this Agreement to set forth the terms and conditions upon which the Funds placed into escrow shall be held and disbursed.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Escrow Deposit.** Pursuant to Section 4.1 of the Purchase Agreement, within three (3) business days following the Effective Date of the Purchase Agreement, Buyer shall deliver the Funds to Escrow Agent and Escrow Agent shall deposit the Funds in Escrow Agent’s escrow account (the “Escrow Account”).

2. **Duties of the Escrow Agent.** The Escrow Agent shall hold the Funds in the Escrow Account and shall release the Funds only under the following conditions:

(a) upon the written consent of Buyer and Seller, the Funds will be released as directed;

(b) upon the closing of the transaction described in the Purchase Agreement, the Funds shall be released to the Seller;

(c) upon the written request of either the Buyer or Seller and the provision of evidence that the other Party has received notice of the written request; and the other party fails to object in writing to the release of Funds within seven (7) days of such request; or

(d) in the event of a dispute as to the disposition of the Funds, the Escrow Agent is authorized and directed to follow one of the following courses of action, which action the Escrow Agent shall take at its sole discretion:

(i) the Escrow Agent may file an interpleader action as provided by law. Upon depositing the Funds with a court of competent jurisdiction (the "Court"), the Escrow Agent shall be released from any further liability under this Agreement. It is understood and agreed that should the Escrow Agent file an interpleader action the Escrow Agent may charge the Funds for attorney's fees and court costs incurred in connection with such interpleader action; or

(ii) the Escrow Agent may hold the Funds until the Escrow Agent is in receipt of an order of the Court which constitutes a final determination as to the disposition of the Funds.

3. **Termination.** Upon making delivery of the Funds, this Agreement shall terminate and the Escrow Agent shall be released from any further liability, it being expressly understood that its liability is limited by the terms and provisions set forth herein, and that by acceptance of this escrow agency, the Escrow Agent is acting in the capacity of a depository only and as such is not responsible or liable for the marketability of title to the Property as of the date of the escrow or the date of the release of any instruments or funds thereunder.

4. **Release.** EXCEPT AS A RESULT OF ESCROW AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SELLER AND BUYER EXPRESSLY HOLD THE ESCROW AGENT HARMLESS FOR ANY LOSS OR DAMAGE SUSTAINED, INCLUDING ATTORNEY FEES, RESULTING FROM THIS AGREEMENT. Furthermore, the Seller and the Buyer, jointly and severally, agree to reimburse the Escrow Agent for any expenses, including attorney fees, that the Escrow Agent incurs as a result of any legal proceedings affecting this Agreement or the performance of its duties or the disposition of the Funds, unless such legal proceedings are brought against the Escrow Agent for a breach of this Agreement or in connection with the Escrow Agent's negligence or willful misconduct.

5. **Miscellaneous.**

(a) **Notification.** Unless otherwise specifically provided herein, any notice or communication required or permitted to be delivered hereunder shall be in writing and shall be deemed to have been given upon the earlier to occur of: (a) actual receipt or refusal by the addressee thereof whether by hand or courier; (b) three (3) business days after deposit in the mails, postage prepaid, registered or certified mail, return receipt requested, addressed as provided below; or (c) when sent by electronic mail before 5:00 p.m. Eastern time on a business day (as evidenced by a confirmation showing the transmission date and time and recipient's electronic mail address) and otherwise on the next business day, in each case addressed to the party to whom such notice is being given at the following addresses:

If to Seller: LGP Realty Holdings LP
645 Hamilton Street, Suite 400
Allentown, PA 18101
Attention: Cheri Ann Leinberger, Esquire
Email: cleinberger@caplp.com

If to Buyer: The Village of Orland Park, Illinois
14700 S. Ravinia Avenue
Orland Park, IL 60462
Attention: George Koczwara
Email: gkoczwara@orlandpark.org

With a copy to: Everette M. Hill, Esquire
Klein, Thorpe & Jenkins
120 S. LaSalle Street, Suite 1710
Chicago, IL 60603
Email: emhill@ktjlaw.com

If to Escrow Agent: Land Services USA, LLC
1835 Market Street, Suite 420
Philadelphia, PA 19103
Attention: William M. Sekerka
Email: wsekerka@lsutitle.com

or at such other address as may have last been specified by notice given as provided by the party addressed.

(b) Assignment of Rights and Delegation of Duties. All rights and obligations or duties given herein to or imposed upon the respective parties hereto shall extend to and bind the respective successors and assigns of the said parties; provided however, that no party may transfer, convey, or assign their rights or delegate their duties under this Agreement without the prior written consent of all of the other parties hereto.

(c) Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages electronically including by attachment of a PDF file to e-mail shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted electronically including by attachment of a PDF file to e-mail shall be deemed to be their original signatures for all purposes.

(d) Entire Agreement and Amendments. This Agreement, together with the Purchase Agreement, constitutes the entire agreement and understanding between the Seller, the Buyer and the Escrow Agent with respect to the subject matter of this Agreement and supersedes any prior agreement and understanding, written or oral, relating to the subject matter

of this Agreement. No change, amendment, qualification or cancellation hereof shall be effective unless in writing and executed by the parties hereto by their duly authorized officers, members or managers. The background provisions of this Agreement are incorporated in and form a part of this Agreement.

(e) Governing Law. This Agreement shall be construed under and in accordance with the internal laws of the State of Illinois and applicable federal law.

(f) Severability. The invalidity or unenforceability of any one or more phrases, sentences, clauses or provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part thereof.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed as of the date first above written.

SELLER:

LGP REALTY HOLDINGS LP

By: LGP Realty Holdings GP LLC,
its general partner

By: _____
Name: _____
Title: _____

BUYER:

**THE VILLAGE OF
ORLAND PARK, ILLINOIS**

By: _____
Name: _____
Title: _____

ESCROW AGENT:

LAND SERVICES USA, LLC

By: _____
Name: _____
Title: _____

**EXHIBIT 6.2.2
TO
AGREEMENT OF SALE**

BILL OF SALE

THIS BILL OF SALE (this “Bill of Sale”) is made and entered into as of the ____ day of _____, 2026 (the “Effective Date”) by and between LGP REALTY HOLDINGS LP, a Delaware limited partnership having an address of 645 Hamilton Street, Suite 400, Allentown, PA 18101 (the “Seller”) and THE VILLAGE OF ORLAND PARK, ILLINOIS, an Illinois municipal corporation located in Cook County, Illinois having an address of 14700 S. Ravinia Avenue, Orland Park, IL 60462 (the “Buyer”).

RECITALS:

WHEREAS, Seller and Buyer are parties to that certain Agreement of Sale dated _____, 2026 (the “Purchase Agreement”) pursuant to which Buyer agreed to purchase from Seller certain real property and the improvements thereon located in Cook County, Illinois, described in the property tax records of Cook County, Illinois as parcel number 27-22-100-011-0000 and having an address of 9401 W. 159th Street, Orland Park, IL 60467 (collectively, the “Real Property”).

WHEREAS, pursuant to the terms set forth in the Purchase Agreement, Seller also agreed to sell and convey to Buyer, and Buyer agreed to purchase and acquire from Seller, the Personal Property located at the Real Property.

WHEREAS, on the Effective Date, Seller and Buyer closed the transaction under the Purchase Agreement and Buyer purchased the Real Property from Seller.

1. Personal Property. KNOW ALL MEN BY THESE PRESENTS, that Seller, in consideration of the covenants contained in this Bill of Sale and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency whereof being hereby acknowledged, and pursuant to the Purchase Agreement, does hereby bargain, sell, transfer and deliver to Buyer, its successors and assigns, whatever right, title and interest Seller has in and to the Personal Property, TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns, forever.

2. DISCLAIMER OF WARRANTIES. SELLER HEREBY SELLS AND CONVEYS TO BUYER, AND BUYER HEREBY PURCHASES THE PERSONAL PROPERTY, “AS IS, WHERE IS” AND WITH ALL FAULTS. SELLER DOES NOT, BY THE EXECUTION AND DELIVERY OF THIS BILL OF SALE OR OTHERWISE, MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER, WITH RESPECT TO THE PERSONAL PROPERTY. THERE HAVE BEEN NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PERSONAL PROPERTY MADE BY SELLER OR BY ANY THIRD PARTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY OF SUITABILITY OR FITNESS

OF ANY OF THE PERSONAL PROPERTY FOR ANY PURPOSE, OR AS TO THE MERCHANTABILITY, ENVIRONMENTAL CONDITION, VALUE, QUALITY, QUANTITY, CONDITION OR SALABILITY OF ANY OF THE PERSONAL PROPERTY, OR THAT ANY OF THE PERSONAL PROPERTY COMPLIES WITH ANY ENVIRONMENTAL LAWS OR OTHER APPLICABLE LAWS.

3. Miscellaneous. In the event of any inconsistency between this Bill of Sale and the Purchase Agreement, the Purchase Agreement shall control and prevail. All capitalized terms used in this Bill of Sale but not defined herein shall have the meanings ascribed to them in the Purchase Agreement. This Bill of Sale shall become effective between Seller and Buyer on the Effective Date first above written. This Bill of Sale shall bind and inure to the benefit of Seller and Buyer and their respective successors and assigns. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Executed signature pages to this Bill of Sale may be exchanged electronically including by electronic mail between the parties.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Bill of Sale as of the date first above written.

SELLER:

LGP REALTY HOLDINGS LP

By: LGP Realty Holdings GP LLC,
its general partner

By: _____

Name: _____

Title: _____

BUYER:

**THE VILLAGE OF
ORLAND PARK, ILLINOIS**

By: _____

Name: _____

Title: _____